

Document No. 505
Adopted at Meeting of 9/23/65

RESOLUTION AUTHORIZING THE SALE, ISSUANCE AND
DELIVERY OF PRELIMINARY LOAN NOTES IN THE
AGGREGATE PRINCIPAL AMOUNT OF \$ 15,000,000,
THE EXECUTION OF REQUISITION AGREEMENT NO. 7,
AND THE EXECUTION AND DELIVERY OF PROJECT
TEMPORARY LOAN NOTE NO. 13, IN CONNECTION WITH
PROJECT NO. Mass. R-35.

WHEREAS, Boston Redevelopment Authority (herein called the "Local Public Agency") has entered into a contract dated as of the 23rd day of July, 1964, numbered Contract No. Mass. R-35 (LG), (which, together with any supplements thereto or amendments, modifications or waivers of any provisions thereof, is herein called the "Loan and Grant Contract"), with the United States of America (herein called the "Government") acting by and through the Housing and Home Finance Administrator, providing, in part, for a Project Temporary Loan by the Government to the Local Public Agency under Title I of the Housing Act of 1949 (Public Law 171 - 81st Congress, approved July 15, 1949), as amended, in an amount outstanding at any one time not to exceed \$ 37,791,731 to aid the Local Public Agency in its undertaking and carrying out of a certain urban renewal project (herein called the "Project") designated Project No. Mass. R-35 and which is more fully identified in the Loan and Grant Contract; and

WHEREAS, pursuant to advertisement for the receipt of proposals for the purchase of Preliminary Loan Notes (Seventh Series A), herein sometimes called "Preliminary Loan Notes", of the Local Public Agency aggregating \$ 15,000,000, which appeared in a Notice of Sale published in the issue of the in the City of in the City of, and in the September 7, 1965 issue of The Daily Bond Buyer in the City of New York, proposals for the purchase of said notes in the form approved by the Local Public Agency were received, opened, and canvassed at the time and place provided by said advertisement, to wit: At Room 350, 73 Tremont Street in the City of Boston, Massachusetts, at One o'clock, P.M., N.D. S.T., September 21, 19 65, which proposals are as follows:

<u>Name of Bidder</u>	<u>Interest Rate</u>	<u>Principal Amount</u>	<u>Premium</u>
			\$

See Table I.

and

WHEREAS, the interest cost at which the Local Public Agency can sell the Preliminary Loan Notes is lower than the interest rate which the Government is required to charge the Local Public Agency under the terms of the Loan and Grant Contract, and the Government is desirous of cooperating with the Local Public Agency in its endeavor to sell said Preliminary Loan Notes in order to reduce carrying charges and other costs of the Project.

BE IT RESOLVED BY Boston Redevelopment Authority AS FOLLOWS:

Section 1. The aforesaid publication of the Notice of Sale and the form and contents thereof as so published, are hereby, in all respects, approved, ratified and confirmed.

Section 2. In order to provide funds to defray expenses incurred or to be incurred in the Local Public Agency's undertaking and carrying out of the Project, or to retire, refund, renew or extend its outstanding notes issued in connection therewith, the Local Public Agency hereby determines to borrow the sum of Fifteen Million Dollars (\$ 15,000,000) and issue its negotiable Preliminary Loan Notes therefor in aggregate principal amount equal to said sum.

Section 3. The Local Public Agency hereby ratifies and approves the form of the proposal hereinafter in this Section 3 enumerated, for the purchase of the designated principal amount of the Preliminary Loan Notes, which proposal the

Local Public Agency hereby determines will provide the lowers interest cost and is therefore hereby accepted, and said Preliminary Loan Notes are hereby awarded to said purchaser, as follows:

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Purchaser</u>
\$2,000,000	2.47%	First National Bank of Boston
3,000,000	2.49	
5,000,000	2.52	
2,000,000	2.54	
1,000,000	2.47%	Brown Bros. Harriman & Company
1,000,000	2.50	
1,000,000	2.52	

Section 4. Each such note shall be dated the 10th day of October, 1965; shall be designated "Preliminary Loan Notes (Seventeen Series B)"; shall be payable, as to both principal and interest, to bearer, on the 8th day of April, 1966; and, pursuant to the proposal for the purchase of said notes, hereinabove accepted, shall bear the rate of interest per annum, payable at maturity, shall bear the numbers, be in the denominations, and be payable as to both principal and interest at the bank or trust company as follows:

<u>Purchaser</u>	<u>Numbers (Inclusive)</u>	<u>Denominations</u>	<u>Interest Rate</u>	<u>Payable At</u>
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See Table II

None of the Preliminary Loan Notes shall be valid until after the bank or trust company at which it is payable shall have signed the agreement, appearing on each such note, to act as paying agent thereof. Each of the Preliminary Loan Notes shall be signed in the name of the Local Public Agency by the Chairman of the Local Public Agency and shall have the corporate seal of the Local Public Agency impressed thereon and attested by the Secretary thereof, and said officers are hereby authorized and directed to cause said notes to be properly executed.

Section 5. Each of the Preliminary Loan Notes shall be issued in substantially the form of the note hereto attached and marked Exhibit "A".

Section 6. The Agreement entitled "Requisition Agreement No. 7" (herein called the "Requisition Agreement"), which has been executed by the officers of the Local Public Agency, and has been presented to and read before the meeting, and the execution thereof, are hereby fully ratified, confirmed, and approved. Said Requisition Agreement, when executed by the Government, is hereby declared to be and is hereby assigned by the Local Public Agency for the benefit of the holder or holders from time to time of the Preliminary Loan Notes, and the proceeds of the Project Temporary Loan Note executed pursuant to Section 7 hereof are hereby irrevocably pledged first, to the payment, at maturity, of the principal of and interest on the Preliminary Loan Notes issued pursuant to this Resolution.

Section 7. The Chairman and Secretary of the Local Public Agency are hereby authorized and directed to prepare and execute the Project Temporary Loan Note described in the Requisition Agreement (the issuance of which has heretofore been authorized by a Resolution Authorizing the Issuance of Certain Project Temporary Loan Notes in Connection with Project No. Mass. R-35 and Providing for the Security for the Payment Thereof, and for Other Purposes, duly adopted by the Local Public Agency on the 23rd day of July, 1964*), in the principal amount of Fifteen Million Three Hundred Thousand Dollars (\$ 15,300,000). Said note shall be designated "Project Temporary Loan Note"; shall be numbered Number 13; shall be dated the 19th day of October, 19 65; shall bear interest from the date of the acceptance of the Local Public Agency's delivery thereof and the payment therefor by the Government; shall bear a statement at the foot thereof in substantially the following form:

*As amended April 8, 1965.

"Delivery of this note was accepted and payment therefor made on the _____ day of _____, 19 ____.

UNITED STATES OF AMERICA
Housing and Home Finance Administrator

By _____

(Title)

and shall not be valid until said statement is duly executed on behalf of the Government. Said Project Temporary Loan Note shall be delivered by the Chairman of the Local Public Agency to the Government to be held and paid for by the Government in accordance with the terms and conditions contained in said Requisition Agreement.

Section 8. The proceeds derived from the sale of the Preliminary Loan Notes, together with such amount of other appropriate funds of the Local Public Agency as may be necessary, shall be applied, simultaneously with the receipt of said proceeds, as follows:

First: To the payment and discharge of the principal of and interest on the following Project Temporary Loan Notes of the Local Public Agency issued pursuant to the Loan and Grant Contract and held or to be held by the Government for its own use and benefit on the date of the Preliminary Loan Notes herein authorized:

<u>No.</u>	<u>Date</u>	<u>Principal Amount</u>
9	6-8-64	\$21,260,470
10	6-8-64	3,199,330
11	6-8-64	423,624
12	2-4-65	3,300,000

Second: Any balance of such proceeds shall be deposited in the appropriate account or fund established pursuant to the Loan and Grant Contract and shall be used only in accordance with the provisions of the Loan and Grant Contract.

Section 9. The Chairman is hereby authorized and directed to send immediately a letter to each paying agent for the Preliminary Loan Notes in substantially the form of the Letter of Instructions hereto attached and marked Exhibit "B" and to transmit the Preliminary Loan Notes to said paying agent for delivery and payment in accordance with the terms of said letter.

Section 10. This Resolution shall take effect immediately.

TABLE II

<u>Purchaser</u>	<u>Nos.</u>	<u>Denominations</u>	<u>Interest Rate</u>	<u>Payable At</u>
First National Bank of Boston	1	\$500,000	2.47%	First National Bank of Boston P.O. Box #2016 Boston, Massachusetts 02106
	2- 10	100,000		
	11- 18	50,000		
	19- 26	25,000		
	27- 29	500,000	2.49%	
	30- 38	100,000		
	39- 46	50,000		
	47- 54	25,000		
	55- 60	500,000	2.52%	
	61- 73	100,000		
	74- 83	50,000		
	84- 91	25,000		
	92	500,000	2.54%	
	93-101	100,000		
	102-109	50,000		
	110-117	25,000		
	118-119	500,000	2.47%	United States Trust Company 45 Wall Street New York, New York
	120-124	100,000	2.50%	
	125-136	25,000		
	137-150	10,000		
	151-160	5,000		
	161-170	1,000		
	171-175	100,000	2.52%	
	176-187	25,000		
	188-201	10,000		
	202-211	5,000		
	212-221	1,000		

TABLE I

Name of Bidder	Interest Rate	Principal Amount	Premium
First National Bank of Boston	2.47%	\$2,000,000	34
	2.49%	3,000,000	49
	2.52%	5,000,000	102
	2.54%	5,000,000	102
Brown Bros. Harriman & Company	2.47%	1,000,000	-
	2.50%	1,000,000	-
	2.52%	1,000,000	-
First National City Bank	2.51%	5,000,000	2
	2.55%	5,000,000	2
	2.56%	5,000,000	2
National Shawmut Bank of Boston	2.55%	1,000,000	25
	2.57%	2,000,000	50
	2.59%	2,000,000	50
Morgan Guaranty Trust Company of New York	2.55%	2,000,000	51
	2.56%	3,000,000	73
	2.57%	5,000,000	126
	2.57%	5,000,000	127
State Street Bank & Trust Company	2.57%	4,000,000	7
Salomon Bros. & Hutzler	2.57%	4,000,000	25
	2.60%	5,000,000	25
	2.63%	5,000,000	25
	2.66%	5,000,000	25

Exhibit B(1)

H-3084
(12-62)

LETTER OF INSTRUCTIONS

(Urban Renewal Program)

, 19

First National Bank of Boston
P.O. Box 2016
Boston, Massachusetts 02106

Gentlemen:

1. The Boston Redevelopment Authority (herein called the "Local Public Agency") has sold an aggregate principal amount of \$ 12,000,000, of its Preliminary Loan Notes, seventh Series B, Nos. 1-117, inclusive (herein called the "New Notes"), in connection with its urban renewal project designated Project No. Mass. R-35 (being part of its said Series, aggregating \$ 15,000,000), dated October 19, 1965, maturing April 8, 1966, to the purchaser and for the price, including premium, plus accrued interest from the date thereof to the date of delivery and payment at the rate per day, as follows:

Purchaser	Note Numbers (Inclusive)	Price Including Premium	Interest Per Day
First National Bank of Boston	1- 26	\$ 2,000,000	\$ 137.22222
	27- 54	3,000,000	207.50
	55- 91	5,000,102	350.00
	92-117	2,000,000.80	141.11111

2. You are named as Paying Agent for the New Notes listed above and each purchaser has agreed to bear all costs, if any, in connection with your functions as such Paying Agent.

3. The New Notes, together with an executed counterpart of a "Signature Certificate and Receipt" marked Exhibit "A", for each purchaser, are transmitted herewith. The New Notes shall be held by you in trust for the sole use and benefit of the Local Public Agency until such time as said New Notes shall have been paid for and thereupon you are to disburse the proceeds of said New Notes by paying the following amount to each payee named below, for the sole and only purpose of paying the principal of and interest on the following designated Project Temporary Loan Notes of the Local Public Agency and the principal of and interest to maturity on the following designated Series of Preliminary Loan Notes of the Local Public Agency:

<u>Payee</u>	<u>Amount</u>	<u>Designation of Outstanding Notes</u>
(a) Housing and Home Finance Agency-OA (see Paragraph 5).	\$ 12,000,235.80	Project Temporary Loan Note(s) No(s). <u>9,10,11,12</u>
(b)	None	Preliminary Loan Notes Series

4. The difference, if any, between the purchase price of said New Notes and the amount so disbursed by you in payment of such outstanding Project Temporary Loan Notes and such Series of outstanding Preliminary Loan Notes, designated above, shall be paid to the Local Public Agency.

5. Disbursement of the proceeds of the New Notes shall be made to the respective payees (other than the Housing and Home Finance Agency-OA) in funds immediately available to such payee on the day not later than the day following payment for the New Notes, except that disbursements of an amount less than \$25,000 to the undersigned may be made by depositing a treasurer's, cashier's, or certified check for such amount in the United States mails. Disbursement to the undersigned in an amount equal to or in excess of \$25,000 shall be made in the following manner:

Not pertinent to this transaction.

If your principal place of business is located in the City of New York, N. Y., any disbursement made to the Housing and Home Finance Agency-OA shall be made by delivery of a treasurer's, cashier's, or certified check to an authorized representative of the Regional Administrator, Region I, Housing and Home Finance Agency. Otherwise, a treasurer's, cashier's, or certified check covering disbursement to the Housing and Home Finance Agency-OA shall be mailed to the Re-

gional Administrator, Housing and Home Finance Agency, identified in Paragraph 8 below, at the address shown in said paragraph, unless he shall have elected to have it delivered to his authorized representative and you shall have received notice of such election prior to mailing such check. For the purpose of delivery of the New Notes to the purchaser thereof, prior confirmation of the receipt of the respective amounts to be disbursed to the designated payees will not be required. However, your obligations with respect to disbursement of such funds will not be satisfied until the respective payees have received such funds.

6. When payment for the New Notes has been made and the proceeds disbursed by you in the above manner, you are authorized and directed to: (1) complete Paragraph 5 of said Exhibit "A" by inserting the amounts of "Accrued Interest" and "Total Purchase Price" of said New Notes; (2) sign said Exhibit "A", in the space provided, to evidence delivery and payment of the New Notes; (3) date said Exhibit "A", in the witnessing clause below Paragraph 6 thereof, as of the date of such delivery and payment; (4) upon instructions from the purchaser thereof, sign the agreement to act as Paying Agent appearing upon each of the New Notes; and (5) deliver the New Notes to the purchaser thereof together with one fully executed counterpart of said Exhibit "A". The New Notes shall thereupon be and become the property of said purchaser.

7. Not later than the stated date of maturity of the New Notes, funds will be made available to you as Paying Agent for the purpose of paying the principal of and interest upon said New Notes to their maturity. In the event that, as Paying Agent, you receive funds, prior to the stated maturity date of the New Notes, for the purpose of paying such principal and interest, you may, at any time after you receive such funds, use such funds, to the extent necessary, to pay the principal of and interest to maturity upon any of said New Notes thereafter presented for payment, and such payment may be made before maturity of said New Notes. Any funds received by you as Paying Agent and not needed for the payment of the principal of and interest to maturity on the New Notes shall be transmitted to the Local Public Agency.

8. Immediately upon receipt by you of funds for the payment of the New Notes, you will telegraph to the Regional Administrator, Region 1, Housing and Home Finance Agency, 34 Broadway, New York, New York 10013,

day letter, collect, as follows:

"We have received funds sufficient to pay the principal of and interest to maturity on Preliminary Loan Notes Nos. 1-11,

(Seventh Series B), Project No. Mass. R-35,
in the principal amount of \$ 12,000,000,
issued by Boston Redevelopment Authority.

Paying Agent"

9. The New Notes, when paid, shall be marked "Paid and Canceled" and returned to the Local Public Agency. A copy of your letter of transmittal shall

be promptly mailed to the Regional Administrator, Housing and Home Finance Agency, at the address shown in Paragraph 8 above.

10. Three signed copies of this letter are enclosed. If this letter sets forth your understanding of your functions and duties as Paying Agent, please indicate your acceptance on all three copies in the place provided therefor, retain one copy for your files, return one copy to the Local Public Agency, and mail or deliver the other copy to Messrs. Storey, Thorndike, Palmer and Lodge, Attorneys, 53 State Street, Boston, Massachusetts 02110, which attorneys have been retained by the Local Public Agency to render an approving opinion on the New Notes to the purchaser or purchasers thereof hereinbefore designated.

11. For your convenience in returning an accepted copy of this letter to the Local Public Agency, there is enclosed a stamped, addressed envelope. Your prompt attention to this matter is requested.

Boston Redevelopment Authority

By _____

Chairman

Address: 73 Tremont Street

Boston, Massachusetts 02108

ACCEPTED

By _____

CERTIFICATE

I HEREBY CERTIFY that, under the administrative direction of the Regional Administrator, identified under Paragraph 8 of the foregoing Letter of Instructions, and in compliance with the Requisition Agreement referred to in the New Notes described in such Letter of Instructions, I caused the Payment Agreement endorsed on each of said New Notes to be executed on behalf of the United States of America by the facsimile signature of the Housing and Home Finance Administrator holding office on the date of the sale of said New Notes.

Regional Counsel, Region 1
Housing and Home Finance Agency

LETTER OF INSTRUCTIONS

(Urban Renewal Program)

, 19

United States Trust Company
45 Wall Street
New York, New York

Gentlemen:

1. The Boston Redevelopment Authority (herein called the "Local Public Agency") has sold an aggregate principal amount of \$ 3,000,000 of its Preliminary Loan Notes, Seventh Series B, Nos. 118-221, inclusive (herein called the "New Notes"), in connection with its urban renewal project designated Project No. Mass. R-35 (being part of its said Series, aggregating \$ 15,000,000), dated October 19, 1965, maturing April 5, 1966, to the purchaser and for the price, including premium, plus accrued interest from the date thereof to the date of delivery and payment at the rate per day, as follows:

Purchaser	Note Numbers (Inclusive)	Price Including Premium	Interest Per Day
Town & Bros. Garrison & Company	118-119	\$ 1,000,000	\$ 64.61111
	120-170	1,000,000	69.44444
	171-221	1,000,000	70.00

2. You are named as Paying Agent for the New Notes listed above and each purchaser has agreed to bear all costs, if any, in connection with your functions as such Paying Agent.

3. The New Notes, together with an executed counterpart of a "Signature Certificate and Receipt" marked Exhibit "A", for each purchaser, are transmitted herewith. The New Notes shall be held by you in trust for the sole use and benefit of the Local Public Agency until such time as said New Notes shall have been paid for and thereupon you are to disburse the proceeds of said New Notes by paying the following amount to each payee named below, for the sole and only purpose of paying the principal of and interest on the following designated Project Temporary Loan Notes of the Local Public Agency and the principal of and interest to maturity on the following designated Series of Preliminary Loan Notes of the Local Public Agency:

<u>Payee</u>	<u>Amount</u>	<u>Designation of Outstanding Notes</u>
(a) Housing and Home Finance Agency-OA (see Paragraph 5).	\$ 11	Project Temporary Loan Note(s) No(s). _____
(b)		Preliminary Loan Notes Series _____

4. The difference, if any, between the purchase price of said New Notes and the amount so disbursed by you in payment of such outstanding Project Temporary Loan Notes and such Series of outstanding Preliminary Loan Notes, designated above, shall be paid to the Local Public Agency.

5. Disbursement of the proceeds of the New Notes shall be made to the respective payees (other than the Housing and Home Finance Agency-OA) in funds immediately available to such payee on the day not later than the day following payment for the New Notes, except that disbursements of an amount less than \$25,000 to the undersigned may be made by depositing a treasurer's, cashier's, or certified check for such amount in the United States mails. Disbursement to the undersigned in an amount equal to or in excess of \$25,000 shall be made in the following manner:

If your principal place of business is located in the City of New York, N. Y., any disbursement made to the Housing and Home Finance Agency-OA shall be made by delivery of a treasurer's, cashier's, or certified check to an authorized representative of the Regional Administrator, Region I, Housing and Home Finance Agency. Otherwise, a treasurer's, cashier's, or certified check covering disbursement to the Housing and Home Finance Agency-OA shall be mailed to the Re-

gional Administrator, Housing and Home Finance Agency, identified in Paragraph 8 below, at the address shown in said paragraph, unless he shall have elected to have it delivered to his authorized representative and you shall have received notice of such election prior to mailing such check. For the purpose of delivery of the New Notes to the purchaser thereof, prior confirmation of the receipt of the respective amounts to be disbursed to the designated payees will not be required. However, your obligations with respect to disbursement of such funds will not be satisfied until the respective payees have received such funds.

6. When payment for the New Notes has been made and the proceeds disbursed by you in the above manner, you are authorized and directed to: (1) complete Paragraph 5 of said Exhibit "A" by inserting the amounts of "Accrued Interest" and "Total Purchase Price" of said New Notes; (2) sign said Exhibit "A", in the space provided, to evidence delivery and payment of the New Notes; (3) date said Exhibit "A", in the witnessing clause below Paragraph 6 thereof, as of the date of such delivery and payment; (4) upon instructions from the purchaser thereof, sign the agreement to act as Paying Agent appearing upon each of the New Notes; and (5) deliver the New Notes to the purchaser thereof together with one fully executed counterpart of said Exhibit "A". The New Notes shall thereupon be and become the property of said purchaser.

7. Not later than the stated date of maturity of the New Notes, funds will be made available to you as Paying Agent for the purpose of paying the principal of and interest upon said New Notes to their maturity. In the event that, as Paying Agent, you receive funds, prior to the stated maturity date of the New Notes, for the purpose of paying such principal and interest, you may, at any time after you receive such funds, use such funds, to the extent necessary, to pay the principal of and interest to maturity upon any of said New Notes thereafter presented for payment, and such payment may be made before maturity of said New Notes. Any funds received by you as Paying Agent and not needed for the payment of the principal of and interest to maturity on the New Notes shall be transmitted to the Local Public Agency.

8. Immediately upon receipt by you of funds for the payment of the New Notes, you will telegraph to the Regional Administrator, Region 1, Housing and Home Finance Agency, Sub accounts, New Jersey, New York, Connecticut,

day letter, collect, as follows:

"We have received funds sufficient to pay the principal of and interest to maturity on Preliminary Loan Notes Nos. 10001

7 events Series 1, Project No. 10001-35,
in the principal amount of \$ 5,000,000,
issued by Robert Development Authority.

Paying Agent"

9. The New Notes, when paid, shall be marked "Paid and Canceled" and returned to the Local Public Agency. A copy of your letter of transmittal shall

be promptly mailed to the Regional Administrator, Housing and Home Finance Agency, at the address shown in Paragraph 8 above.

10. Three signed copies of this letter are enclosed. If this letter sets forth your understanding of your functions and duties as Paying Agent, please indicate your acceptance on all three copies in the place provided therefor, retain one copy for your files, return one copy to the Local Public Agency, and mail or deliver the other copy to Messrs. Stephens, Thorndike, Palmer and Dodge, Attorneys, 53 State Street, Boston, Massachusetts, which attorneys have been retained by the Local Public Agency to render an approving opinion on the New Notes to the purchaser or purchasers thereof hereinbefore designated.

11. For your convenience in returning an accepted copy of this letter to the Local Public Agency, there is enclosed a stamped, addressed envelope. Your prompt attention to this matter is requested.

Boston Development Authority

By _____

Chairman

Address: 73 Tremont Street

ACCEPTED

Boston, Massachusetts 02110

By _____

CERTIFICATE

I HEREBY CERTIFY that, under the administrative direction of the Regional Administrator, identified under Paragraph 8 of the foregoing Letter of Instructions, and in compliance with the Requisition Agreement referred to in the New Notes described in such Letter of Instructions, I caused the Payment Agreement endorsed on each of said New Notes to be executed on behalf of the United States of America by the facsimile signature of the Housing and Home Finance Administrator holding office on the date of the sale of said New Notes.

Regional Counsel, Region I
Housing and Home Finance Agency

SIGNATURE CERTIFICATE AND RECEIPT

1. We, the undersigned Chairman and Secretary of Boston Redevelopment Authority (herein called the "Local Public Agency") DO HEREBY CERTIFY that, on the _____ day of _____, 19____, we officially signed (a) Project Temporary Loan Note No. 13, of the Local Public Agency, dated October 19, 1965, in the principal amount of \$ 15,300,000, said note being in connection with Project No. ass. R-34, of the Local Public Agency; and (b) the Preliminary Loan Notes of the Local Public Agency, consisting of 221 notes, Seventh Series B, all dated October 19, 1965, and maturing April 8, 1966, and further described as follows: See Exhibit I attached hereto and made a part hereof.

<u>Principal</u> \$	<u>Interest Rates</u> %	<u>Numbers (Inclusive)</u>	<u>Denominations</u> \$
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being, on the date of said notes, at the date of such signing, and on the date hereof, the duly chosen, qualified, and acting officers authorized to execute said notes and holding the offices indicated by the official titles hereinafter set forth opposite our names.

2. We FURTHER CERTIFY that no litigation of any nature is now pending or threatened (either in State or Federal courts) restraining or enjoining the issuance, sale, execution, or delivery of said notes or the undertaking or carrying out of said Project or in any manner questioning the authority or proceedings for the issuance, sale, execution, or delivery of said notes or affecting the validity of the notes, or the Local Public Agency's undertaking or carrying out of the project; that neither the corporate existence nor the area of operation of the Local Public Agency nor the title of its present officers to their respective offices is being contested; and that no proceedings or authority for the issuance, sale, execution, or delivery of said notes have or has been repealed, rescinded, or revoked.

3. I, the undersigned Secretary of the Local Public Agency, DO HEREBY CERTIFY that the seal which has been impressed upon said Preliminary Loan Notes, said Project Temporary Loan Note, and this Certificate is the legally adopted, proper, and only official corporate seal of the Local Public Agency.

4. I, the undersigned Chairman of the Local Public Agency, DO HEREBY CERTIFY that, on the date hereof, I delivered to First National Bank of Boston, the purchaser thereof, the Preliminary Loan Notes of the said Series, numbered 1 to 117, inclusive, aggregating the principal amount of \$ 12,000,000 and to United States Trust Co. ~~acting agent for Brown Bros. Harriman & Company~~, the purchaser thereof, the Preliminary Loan Notes of the said Series, numbered 118 to 221, inclusive, aggregating the principal amount of \$ 3,000,000.

5. I, the undersigned Chairman or the Local Public Agency, FURTHER CERTIFY that, at the time of said delivery, I received from said purchasers payment in full for said Preliminary Loan Notes as follows:

Note Numbers (Inclusive)	Principal	Premium	Accrued Interest	Total Purchase Price
1-117	\$ 12,000,000	\$ 235.80	\$ -	\$ 12,000,235.80

6. This instrument shall not be valid until signed, in the space provided hereinbelow, by the Paying Agent named in said Preliminary Loan Notes.

(Seal)

WITNESS our hands and said Corporate Seal
this _____ day of _____, 19____.

Signature	Official Title	Expiration of Office
_____	As Member	9-17-66
_____	As Chairman	2-23-66
_____	As Secretary	No fixed term

Signatures above and upon the above-described Preliminary Loan Notes and said Project Temporary Loan Note No. 13 are guaranteed as those of the officers respectively designated.

Member Federal Deposit Insurance Corporation

By _____

Title

Payment for the Seventh Series B of
Preliminary Loan Notes, numbered 1 to 117,
inclusive, has been made in the manner described above,
and said notes and this instrument have been delivered to
the purchaser of said notes named in Paragraph 4 above on
the date hereof.

First National Bank of Boston

Paying Agent

By _____

Title

EXHIBIT I

<u>Principal</u>	<u>Interest Rates</u>	<u>Numbers (Inclusive)</u>	<u>Denominations</u>
\$ 2,000,000	2.47%	1 2 - 10 11 - 18 19 - 26	\$ 500,000 100,000 50,000 25,000
3,000,000	2.49%	27 - 29 30 - 38 39 - 46 47 - 54	500,000 100,000 50,000 25,000
5,000,000	2.52%	55 - 60 61 - 73 74 - 83 84 - 91	500,000 100,000 50,000 25,000
2,000,000	2.54%	92 93 - 101 102 - 109 110 - 117	500,000 100,000 50,000 25,000
1,000,000	2.47%	118 - 119	500,000
1,000,000	2.50%	120 - 124 125 - 136 137 - 150 151 - 160 161 - 170	100,000 25,000 10,000 5,000 1,000
1,000,000	2.52%	171 - 175 176 - 187 188 - 201 202 - 211 212 - 221	100,000 25,000 10,000 5,000 1,000

Exhibit A(2) to Exhibit S(2) H-3085 (8-57)

SIGNATURE CERTIFICATE AND RECEIPT

1. We, the undersigned Chairman and Secretary of the Boston Redevelopment Authority (herein called the "Local Public Agency") DO HEREBY CERTIFY that, on the _____ day of _____, 19____, we officially signed (a) Project Temporary Loan Note No. 13, of the Local Public Agency, dated October 19, 1965, in the principal amount of \$15,300,000, said note being in connection with Project No. Mass R-35, of the Local Public Agency; and (b) the Preliminary Loan Notes of the Local Public Agency, consisting of 221 notes, Seventh Series B, all dated October 19, 1965, and maturing April 8, 1966, and further described as follows:

<u>Principal</u> \$	<u>Interest Rates</u> %	<u>Numbers (Inclusive)</u>	<u>Denominations</u> \$
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See Exhibit I attached hereto and made a part hereof

being, on the date of said notes, at the date of such signing, and on the date hereof, the duly chosen, qualified, and acting officers authorized to execute said notes and holding the offices indicated by the official titles hereinafter set forth opposite our names.

2. We FURTHER CERTIFY that no litigation of any nature is now pending or threatened (either in State or Federal courts) restraining or enjoining the issuance, sale, execution, or delivery of said notes or the undertaking or carrying out of said Project or in any manner questioning the authority or proceedings for the issuance, sale, execution, or delivery of said notes or affecting the validity of the notes, or the Local Public Agency's undertaking or carrying out of the project; that neither the corporate existence nor the area of operation of the Local Public Agency nor the title of its present officers to their respective offices is being contested; and that no proceedings or authority for the issuance, sale, execution, or delivery of said notes have or has been repealed, rescinded, or revoked.

3. I, the undersigned Chairman of the Local Public Agency, DO HEREBY CERTIFY that the seal which has been impressed upon said Preliminary Loan Notes, said Project Temporary Loan Note, and this Certificate is the legally adopted, proper, and only official corporate seal of the Local Public Agency.

4. I, the undersigned Chairman of the Local Public Agency, DO HEREBY CERTIFY that, on the date hereof, I delivered to First National Bank of Boston, 67 Milk Street, Boston Massachusetts, the purchaser thereof, the Preliminary Loan Notes of the said Series, numbered 1 to 117, inclusive, aggregating the principal amount of \$12,000,000 and to United States Trust Co. for Brown Bros. Harriman & Co., the purchaser thereof, the Preliminary Loan Notes of the said Series, numbered 118 to 221, inclusive, aggregating the principal amount of \$3,000,000.

5. I, the undersigned Chairman of the Local Public Agency,
FURTHER CERTIFY that, at the time of said delivery, I received from said purchasers
payment in full for said Preliminary Loan Notes as follows:

Note Numbers (Inclusive)	Principal	Premium	Accrued Interest	Total Purchase Price
118-221	\$ 3,000,000	\$ 0	\$ 0	\$ 3,000,000

6. This instrument shall not be valid until signed, in the space provided
hereinbelow, by the Paying Agent named in said Preliminary Loan Notes.

(Seal)

WITNESS our hands and said Corporate Seal
this _____ day of _____, 19 ____.

<u>Signature</u>	<u>Official Title</u>	<u>Expiration of Office</u>
_____	As Member	9-17-66
_____	As Chairman	2-23-66
_____	As Secretary	No fixed terms

Signatures above and upon the above-described Preliminary Loan Notes and said
Project Temporary Loan Note No. 13 are guaranteed as those of the officers
respectively designated.

Member Federal Deposit Insurance Corporation

By _____

Title

Payment for the Seventh Series B of
Preliminary Loan Notes, numbered 118 to 221,
inclusive, has been made in the manner described above,
and said notes and this instrument have been delivered to
the purchaser of said notes named in Paragraph 4 above on
the date hereof.

United States Trust Company

Paying Agent

By _____

Title

EXHIBIT I

<u>Principal</u>	<u>Interest Rates</u>	<u>Numbers (Inclusive)</u>	<u>Denominations</u>
\$ 2,000,000	2.47%	1 2 - 10 11 - 18 19 - 26	\$ 500,000 100,000 50,000 25,000
3,000,000	2.49%	27 - 29 30 - 38 39 - 46 47 - 54	500,000 100,000 50,000 25,000
5,000,000	2.52%	55 - 60 61 - 73 74 - 83 84 - 91	500,000 100,000 50,000 25,000
2,000,000	2.54%	92 93 - 101 102 - 109 110 - 117	500,000 100,000 50,000 25,000
1,000,000	2.47%	118 - 119	500,000
1,000,000	2.50%	120 - 124 125 - 136 137 - 150 151 - 160 161 - 170	100,000 25,000 10,000 5,000 1,000
1,000,000	2.52%	171 - 175 176 - 187 188 - 201 202 - 211 212 - 221	100,000 25,000 10,000 5,000 1,000

PRELIMINARY LOAN NOTE

(Seventh SERIES, B)

Project No. Mass. R-35

As applicable

\$ As Applicable

The Boston Redevelopment Authority

(herein called the "Local Public Agency"), a body politic and corporate, for value received, hereby promises to pay to the bearer, but solely from the funds provided by the United States of America pursuant to the Requisition Agreement hereinafter described, the principal sum of this Note, with interest thereon from the date of issue to the maturity date, at the interest rate per annum, and at the office of the Paying Agent, all as specified herein. Both the principal of and interest on this Note are payable in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts.

The date of issue, maturity date, principal sum, authorized issue, interest rate per annum, the paying agent of and with respect to this Note, and the description of said Requisition Agreement and citations of authority for and pertaining to this Note are as follows:

Date of Issue: October 19, 1965

Maturity Date: April 8, 1966

Principal Sum: as applicable

Interest Rate Per Annum: as applicable

Paying Agent: First National Bank of Boston, P. O. Box 2016, Boston, Massachusetts

Requisition Agreement No. 7 dated October 19, 1965 Authorized Issue: \$ 15,000,000

State and Statute: Commonwealth of Massachusetts, Chapter 121 of the General Laws and all laws supplementary and amendatory thereof.

Resolution[s] Adopted: September 23, 1965

This Note is issued pursuant to the constitution or organic law of said State and said Statute, as amended and supplemented, to aid in financing an urban renewal or redevelopment project of the character authorized thereunder and described in said Resolution[s]. Said project is being assisted pursuant to Title I of the Housing Act of 1949, as amended (42 U.S.C. 1441 and 1450-1464), under a loan contract between the Local Public Agency and the United States of America.

Pursuant to said loan contract, and in furtherance of the financing of the project, the Local Public Agency and the United States have entered into the above-identified Requisition Agreement under which the latter has agreed, without limiting in any manner the unqualified Payment Agreement of the United States endorsed on the reverse of this Note, to make a specific loan payment to the Local Public Agency on or prior to said Maturity Date in an amount sufficient to pay the principal of and interest to maturity on this Note and said Authorized Issue of which this Note is one, and to cause to be deposited with the Paying Agent, for the benefit of the holder of this Note, an amount sufficient to pay such principal and interest to maturity. Under the terms of said Resolution[s] the proceeds of said loan are irrevocably pledged first to such payments; and under the terms of said Requisition Agreement, the full faith and credit of the United States of America is pledged to the payment of the principal of and interest on this Note as evidenced by said Payment Agreement.

This Note shall not constitute a debt or indebtedness of the State or of any town, city, county, municipality, or political entity or subdivision therein or thereof, within the meaning of any constitutional, statutory, local law, or charter provision, and neither the State nor any such town, city, county, municipality, or political entity or subdivision, other than the Local Public Agency, shall be liable hereon, and, in no event, shall either this Note or the interest thereon be payable from or out of any funds or properties other than those of the Local Public Agency or those of the United States.

IT IS HEREBY CERTIFIED, RECITED, AND DECLARED that all conditions, acts, and things required to exist, happen, and be performed precedent to and in the issuance of this Note do exist, have happened, and have been performed in due time, form, and manner as required by law: Provided, That this Note shall not be valid until the Paying Agent shall have executed the agreement, appearing below, to act as such Paying Agent.

IN WITNESS WHEREOF, the Local Public Agency has caused this Note to be signed in its name and its seal to be impressed hereon and attested, by its proper officers thereunto duly authorized, and this Note to be dated as of the Date of Issue above specified.

Boston Redevelopment Authority

By _____

Chairman

AGREEMENT OF PAYING AGENT

We hereby agree to act as Paying Agent of this Note as above indicated.

ATTEST:

Secretary

By _____

[GUIDE FORM]

PRELIMINARY LOAN NOTE

(Seventh SERIES, B)

Project No. Mass. R-35

No. As applicable

\$ As applicable

The Boston Redevelopment Authority

(herein called the "Local Public Agency"), a body politic and corporate, for value received, hereby promises to pay to the bearer, but solely from the funds provided by the United States of America pursuant to the Requisition Agreement hereinafter described, the principal sum of this Note, with interest thereon from the date of issue to the maturity date, at the interest rate per annum, and at the office of the Paying Agent, all as specified herein. Both the principal of and interest on this Note are payable in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts.

The date of issue, maturity date, principal sum, authorized issue, interest rate per annum, the paying agent of and with respect to this Note, and the description of said Requisition Agreement and citations of authority for and pertaining to this Note are as follows:

Date of Issue: October 19, 1965

Maturity Date: April 8, 1966

Principal Sum: as applicable

Interest Rate Per Annum: as applicable

Paying Agent: United States Trust Co., 45 Wall Street, New York, New York

Requisition Agreement No. 7 dated October 19, 1965 Authorized Issue: \$ 15,000,000

State and Statute: Commonwealth of Massachusetts, Chapter 121 of the General Laws and all laws supplementary and amendatory thereof.

Resolution[s] Adopted: September 23, 1965

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IT IS HEREBY CERTIFIED, RECITED, AND DECLARED that all conditions, acts, and things required to exist, happen, and be performed precedent to and in the issuance of this Note do exist, have happened, and have been performed in due time, form, and manner as required by law: Provided, That this Note shall not be valid until the Paying Agent shall have executed the agreement, appearing below, to act as such Paying Agent.

IN WITNESS WHEREOF, the Local Public Agency has caused this Note to be signed in its name and its seal to be impressed hereon and attested, by its proper officers thereunto duly authorized, and this Note to be dated as of the Date of Issue above specified.

Boston Redevelopment Authority

By _____

Chairman

AGREEMENT OF PAYING AGENT

We hereby agree to act as Paying Agent of this Note as above indicated.

EST:

Secretary

By _____